



**Common Council Meeting Agenda
Tuesday, February 21, 2023, at 6:30 p.m.
Chilton City Hall – Lower level
42 School Street, Chilton, WI 53014**

Pursuant to Section 19.84(2) and (3) of the Wisconsin State Statutes, notice is hereby given to the public, to the Tri-County News, the official newspaper of Chilton, and to those news media who have filed a written request for this notice that a meeting of the above-referenced will be held at the date, time and location listed above.

This meeting is being conducted both in the Council Chambers at City Hall and via remote conferencing. Members of the public may join meeting through a Zoom link or call +1 312 626 6799 US (Chicago), Meeting ID: 970 4854 9352, Password: 434719.

<https://zoom.us/j/97048549352?pwd=MGhBdndsWUFUMTZIRGt4QldFT0o3Zz09>

Notice is hereby given that a majority of the Common Council of the City of Chilton, or a standing committee of that body, may be present at this meeting to gather information about the subject matter which they have decision making responsibility.

The above governmental body will meet to discuss and possibly act on the following agenda items as set forth below:

1. Call to Order -
2. Roll Call -
3. Pledge of Allegiance -
4. Motion to Approve/Deny February 21, 2023, Common Council Agenda
5. Mayor's Report -
6. City Administrator's Report -
7. Director of Public Works Report -
8. Chief of Police Report -
9. Approve/Deny Minutes of February 7, 2023, Common Council Meeting.
10. Approve/Deny Operator License Applications - Cristopher Hilton - Approved by PD
11. Approve/Deny Payment of Bills -
12. Audience Participation -

Committee Reports – Planning Commission –

1. Approve/Deny – Conditional Use Permit Application – Amanda & Tanner Doxtator – 1346 Fox Street – Animal Boarding & Breeding Services –

Committee Reports – (COW) – Committee of the Whole –

1. Approve/Deny – Revisions to Chapter 10.06 of the Employee Handbook – Testing Protocol –

New Business:

1. Approve/Deny – Contract for Outdoor Lighting Service – WPS – Geiser way – TID 6 Funds -
2. Approve/Deny – Bridge Funding Proposal – JT Engineering INC. – Grand Street Bridge – NLF Account # 53310-821 -

Communication:

1. Library Board Agenda & Minutes -

Adjournment:

NOTICE: In accordance with the requirements of Title I of the Americans with Disabilities Act (ADA), the City of Chilton will not discriminate against qualified individuals with disabilities since disability in its services, programs, or activities. If you need assistance or reasonable accommodations in participating in the meeting or event due to a disability as defined under the ADA, please call the City Clerk's Office at 920-849-2451 at least 48 hours prior to the scheduled meeting or event to request an accommodation. Public may comment on agenda items as they appear.



**Common Council Meeting Minutes
Tuesday, February 7, 2023, at 6:30 p.m.
Chilton City Hall – Lower Level
42 School St., Chilton, WI 53014**

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Notice is hereby given that much of the Common Council of the City of Chilton, or a standing committee of that body were present at this meeting to gather information about the subject matter which they have decision making responsibility.

The above governmental body met to discuss and possibly act on the following agenda items as set forth below:

The regular meeting of the Chilton Common Council held at the Chilton City Hall was called to order at 6:30 p.m. by Mayor Tom Reinl.

ROLL CALL:

Council members Peggy Loose, Joe Schoenborn, Jon Kragh, Ron Gruett, Robbie Seipel, Rick Jaeckels, and Kathy Schmitzer were present at roll call. Other city officials present were Mayor Tom Reinl, City Administrator David DeTroye, DPW Chris Marx, and Attorney Derek McDermott.

Also in attendance was Rachael Siehs, Betty Schilling, Clayton Thornber, Greg Garton, Jeff Wunrow, Dan DeTroye, Patrick Rowland, Lanetta Mahlberg, Paul Neuber, Maria Mason, Terry Friederich, and Marko Sosa. Those in attendance recited the Pledge of Allegiance.

AGENDA: Motion by Gruett, seconded by Schmitzer and carried by unanimous voice vote to approve the Common Council Agenda for February 7, 2023, as presented.

REPORT OF OFFICERS:

MAYOR – Tom Reinl –

- Mayor Reinl read a proclamation celebrating the 50th Anniversary of the Chilton Lions Club and some of the tenured members of the club assembled for a photo opportunity. Mayor Reinl allowed Chilton resident and tenured member of the Lions Club Greg Garton make a few remarks on behalf of the organization. Garton gave a brief background on how the Lions grew over the last fifty years, and how the city and the club have a great relationship that continues to deliver needed funds and services to the community.
- Mayor Reinl informed the council that at the advising of administration, he had initiated conversations with Pros 4 Technology out of Plymouth to offer remediation of the current network issues within city hall and the police department. They have furnished quotes for immediately needed hardware upgrades as well as monthly maintenance costs of the system. More information is being gathered and Mayor Reinl is hoping to continue the discussion at future committee and council meetings in hopes of remedying the problem.
- A NLF (non-lapsing fund) account list was distributed to the council and briefly discussed by the mayor. It was suggested that each of the council members retain this piece as it is referenced throughout the fiscal year for purchases outside of the annual budget.

CITY ADMINISTRATOR - David DeTroye –

- The Draft timeline for Nennig Park improvements was distributed to council members for their review. Two dates were mentioned including an advisory meeting with members of the Chilton Athletic Club and Kolbe family on February 21, 2023. The meeting will enable input of the groups into the inclusive playground equipment. The second date of interest is March 7, when findings will be presented to council.
- Habitat for Humanity is in the process of trying to qualify more properties for the May 11-13, 2023, citywide Rock the Block event. To date only 3 properties have been qualified. Any interested resident should contact city hall and they will be redirected. DPW Marx and Administrator DeTroye did supply Habitat with additional properties that potentially need improvement.
- Assessment Open Book scheduled for April 10, and Board of review is April 26. Open book starts as soon as residents receive their assessment notification in the mail. They can call Accurate anytime leading up to the open book to discuss. The April 10th day is generally reserved for residents who do not use the computer or cannot resolve their issue through the internet or call center.
- Auditors from Hawkins & Ash were at city hall on January 30 & 31 to complete the initial field work portion of the 2022 financial audit.
- Lieutenant Governor Sara Rodriguez was in Chilton at Studio 23 on Chestnut Street on February 1, 2023, along with personnel from Wisconsin Department of Administration to celebrate the success of local businesses from the results of funds granted through the Badger Bounce Back grant and other funding sources associated with COVID 19 aid. The press conference was facilitated by Mary Kohrell of Calumet County.
- WEDC (Wisconsin Economic Development Corporation) Vibrant Spaces grant was submitted online for the Klinkner Park proposed revitalization.
- Mayor Reinl, DPW Chris Marx, Chief of Police Craig Plehn, and Fire Chief Ben Schoenborn met with the executive committee of the Chamber of Commerce to discuss the change of venue for Crafty Apple Fest. They have reserved Hobart Park for the event this year which is September 9, 2023.

DIRECTOR OF PUBLIC WORKS – Chris Marx –

- Site preparation and tree removal conducted in area of future Fire Station in anticipation of construction starting this Spring.
- Work continues on SC Swiderski development, as well as Chillington Meadows development.
- Chassis for new Plow Truck has been delivered, and upfit of plow package and accessories being scheduled. Financials of that purchase were reviewed. Two price increase did occur since the original order date increasing the chassis price to \$99,192.00. The projected total for the complete build of the truck is \$190,685.00, of which \$180,000.00 remains in a capital account with the balance to be funded with the sale of the used truck currently under operation.
- Mainline interceptor sewer at WWTP cleaning began on 2/7. Project expected to be complete by end of the week.
- Utility design continues on Sewer and Water for the E. Main St. reconstruction project.

CHIEF OF POLICE – Craig Plehn – No Report

Minutes: Motion by Schmitzer, seconded by Gruett and carried by unanimous voice vote to approve the minutes of the council meeting held on January 17, 2022. Administrator DeTroye did make mention that council member Jaeckels did suggest clarification of language regarding the Habitat for Humanity signage request.

Operator Licenses – Motion by Gruett, seconded by Schoenborn and carried by unanimous voice vote to approve the operator permits for Amy Bonlander and Austin Broehm as approved by the police department.

Q4 – 2022 Financial Report – Mayor Reinl highlighted some of notable Revenues and Expenditures from fiscal year 2022. Motion by Schmitzer, seconded by Seipel to approve the Q4 2022 financial report as presented. Roll call vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carried.

January 2023 Financial Report – Motion by Jaeckels, seconded by Schoenborn and carried by unanimous voice vote to approve the January 2023 financial report as presented.

Payment of Bills: Motion by Jaeckels, seconded by Schmitzer to pay all bills.

Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carried.

Audience Participation: None

New Business:

1. Mobile Food Vendor License Permit Fee – Marko Sosa – Sosa, owner of Scoops and Terra Verde, led a spirited discussion regarding the unfair prices for mobile food cart licensing that were distributed to local vendors in January. A mobile food vendor application was created by the city in 2022 to accommodate municipal code that calls for a permitting process for the mobile food vending activity. Prices were established using averages of local communities. Sosa expressed concerns that the fees were too high and based the rationale on discrimination to a diverse group of people within the city and the lack of diverse options for the City of Chilton. He went on to address the council claiming the high rates will be a negative mark towards entrepreneurship, vibrancy and change for the city. He concluded by stating the high fees are not equitable to vendors, will have a negative impact, and are restrictive. Resident Maria Mason also spoke in opposition to the high vendor rates. She is claiming the trucks visiting the city help to create a new identity, adds diversity and helps create growth. Patrick Rowland of Calumet Brewery also spoke in opposition to the high permit rates and the amount of paperwork needed to complete the application. He did not agree with the need to conduct background checks of the operators and felt it should fall on the businesses that facilitate the vendor visits. In addition, Rowland didn't think the city should be able to control operators that fall on private property. Administrator DeTroye reviewed the permit and ordinance language with those in attendance to communicate that if a mobile food vending unit is selling to the public, it is in fact open for inspection and permitting no matter if it sits on public or private property. Members of the Calumet County Fair Association also added valuable information to the discussion. City resident Clayton Thornber questioned what the fees would be used for? A lengthy discussion ensued regarding the permitting process and applicable fees charged by neighboring cities, counties, and other agencies of the state. The common theme that returned is that the city rates were too high. Administrator DeTroye did mention that local vendors have also complained when food trucks are located within the city. The make mention of taxes, inspections, and licensing that are required of them for operation. Council member Jaeckels asked if a license could be purchased by the city that would allow for multiple vendors for one business location? Mayor Reinl suggested that more work needs to be completed on the permit and suggested the topic be tabled and moved to a future Committee of the Whole for discussion and restructuring. Motion by Schmitzer, seconded by Gruett, and carried by unanimous voice vote to table the current mobile food vendor application discussion and recommend it be discussed further at a future committee of the whole meeting with recommendations made back to council.
2. Creation of Kolbe Family/Nennig Park Fund Depository Account – State Bank of Chilton – Depository account creation to hold funds dedicated or donated to the inclusive park project coordinated by the Kolbe family within Nennig Park. Motion by Jaeckels, seconded by Gruett and carried by unanimous voice vote to approve the creation of the depository account at the State Bank of Chilton. Council President Schmitzer signed creation documents on behalf of the common council.
3. Budget Appropriations – Application of surplus for negative accounts – Mayor Reinl reviewed the negative account funds from end-of-year 2022 and described the actions or expenses that created each of the negative balances. Budget amendments/appropriations satisfy the negative balances. Motion by Loose, seconded by Jaeckels, and carried by unanimous voice vote to approve the end-of-year 2022 budget appropriations.
4. McMahon & Associates – Mill Street Agreement – DPW Marx reviewed the agreement for professional services from McMahon Engineers with the council regarding the Mill Street utility and roadway reconstruction project. Opinion of probable cost worksheets were estimated for sanitary sewer, watermain, storm sewer, and roadway reconstruction. Engineering fees and compensation due to McMahon for their services would total \$40,900.00. Motion by Loose, seconded by Gruett to approve the agreement for professional services with McMahon Engineering for the sum of \$40,900.00 for the Mill Street utility and roadway reconstruction project. Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carries.
5. McMahon & Associates – City Hall AV Design Scope Fee Change Notice – Change order that covers consultants fee for audio visual design that was not part of the original scope of costs with McMahon Engineering. Motion by Loose, seconded by Jaeckels to approve the design change scope notice with

McMahon Engineering for the sum of \$4,950.00. Council member Kragh asked if administration knew this fee was forthcoming. DPW Marx replied that like the fire department, this piece is added afterward and is generally not part of building design. Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carries.

6. Appointment of New Agent – Kwik Trip – Penni Gleason – Motion by Schmitzer, seconded by Jaeckels, and carried by unanimous voice vote to approve the change of agent for Kwik Trip, store number 630, to Penni Gleason.
7. WWTP Building Repairs – DPW Marx furnished two quotes for repairs to the wastewater treatment garage from a December 23, 2022, plowing mishap. Marx recommended the significantly lower bid, but informed the council that it needed to remain open-ended as the bid was given with the understanding that once the wall is opened for repair, additional repairs and charges may apply. Motion by Schmitzer, seconded by Schoenborn to approve the bid from Fischer & Mader Construction of Hilbert for the sum of \$1,250.00 for repairs on the WWTP garage. Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carries.
8. Police Squad Computer Purchase – 2023 Budget Item – Final purchase approval for squad computer. The item was approved in the 2023 budget. Motion by Jaeckels, seconded by Schoenborn to approve the purchase of a Panasonic Toughbook, docking station, and power supply unit from Baycom for the sum of \$3,753.00. The items were budgeted for in 2023. Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carries.
9. Collection bin – VFW Post 3153 – Trex bench plastic recycling program – VFW member Dan DeTroye informed the council that VFW Post 3153 has started a collection program of used plastic at various sites within the city. The Trex bench program will reward groups such as the veterans with a composite bench every six months for every five hundred pounds of plastic recycled. The VFW would like to facilitate the program to reduce the plastic going into landfills and be able to reward the city with new benches for city parks. The VFW has rented a mini storage garage to house the plastic until it is taken in for collection. The library has granted the VFW the option of placing a collection bin at their location, but the request would require council approval. Motion by Schoenborn, seconded by Gruett, and carried by unanimous voice vote to approve allowing the library facilitate collection of recycled plastic for the VFW Trex bench program.
10. Cell Phone Tower Lease Agreement – Bertram Communications LLC has entered into an agreement to acquire Mercury Network Corporation. The assignment of the lease with the city needs to be approved for the new ownership group. Motion by Jaeckels, seconded by Schmitzer to approve the Consent of Assignment Lease agreement between the City of Chilton and Mercury Network Corporation for the continued lease agreement of hardware on the South water tower. Roll Call Vote: Schmitzer, Loose, Kragh, Jaeckels, Schoenborn, Seipel, and Gruett all cast Aye votes. 7 – 0 motion carries.

Communication:

1. January 2023 Building Permit Summary was distributed.
2. Fire Department update in the form of an email from Chief Schoenborn was distributed.
3. A separate handout with the agenda and minutes from the Chilton Housing Authority meetings were distributed.

Adjournment: Motion by Schmitzer, seconded by Loose and carried by unanimous voice vote to adjourn the meeting at 8:07 pm.

Meeting Minutes Prepared by:
David DeTroye
City Administrator/Clerk/Treasurer

APPLICATION FOR CONDITIONAL USE PERMIT

City of Chilton, 42 School St., Chilton, WI 53014

Phone: (920)849-2451

\$200.00 Application Fee (Non-Refundable) - Resolution #1514 cal j

Receipt No. 22515

Date Filed: 1-19-2023

Amanda + Tanner Doxtator
Property Owner's Name

1346 Fox St
Address

Chilton

WI

53014

City

State

Zip Code

Phone No. 920-637-0469

Current Zoning Of Property: Agriculture + Residential

(Rural Character) ^W

Address Or Tax I.D. No. Of Property

Requiring A Conditional Use Permit: 1346 Fox St Chilton, WI 53014

State The Nature Of The Request For A Conditional Use Permit:

Permit to have chickens + goats on the property. Owners want to homestead on the property.

ATTACH A PLAT OR OTHER MAP OF YOUR SITE AND DETAILED CONSTRUCTION PLANS

Amanda Doxtator
Property Owner's Signature

1-19-2023
Date


Signature of Director of Public Works

1-19-23
Date

for Office Use Only.


Signature of City Clerk

Date

Application For Conditional Use Permit

☒ Approved ☐ Denied Date: _____



To Whom it May Concern,

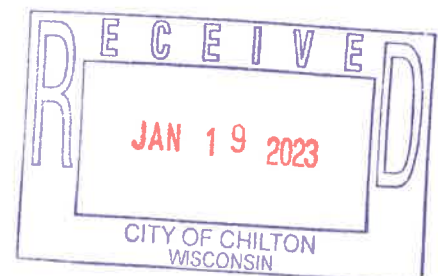
My name is Amanda Doxtator. My husband and I own the 12.13 acre property at 1346 Fox St in Chilton. We are asking you to review and consider our application for a conditional use permit regarding the ownership of goats and chickens on our property. I wanted to have the chance to introduce ourselves since we are new to the community-having moved here on December 29th, 2022.

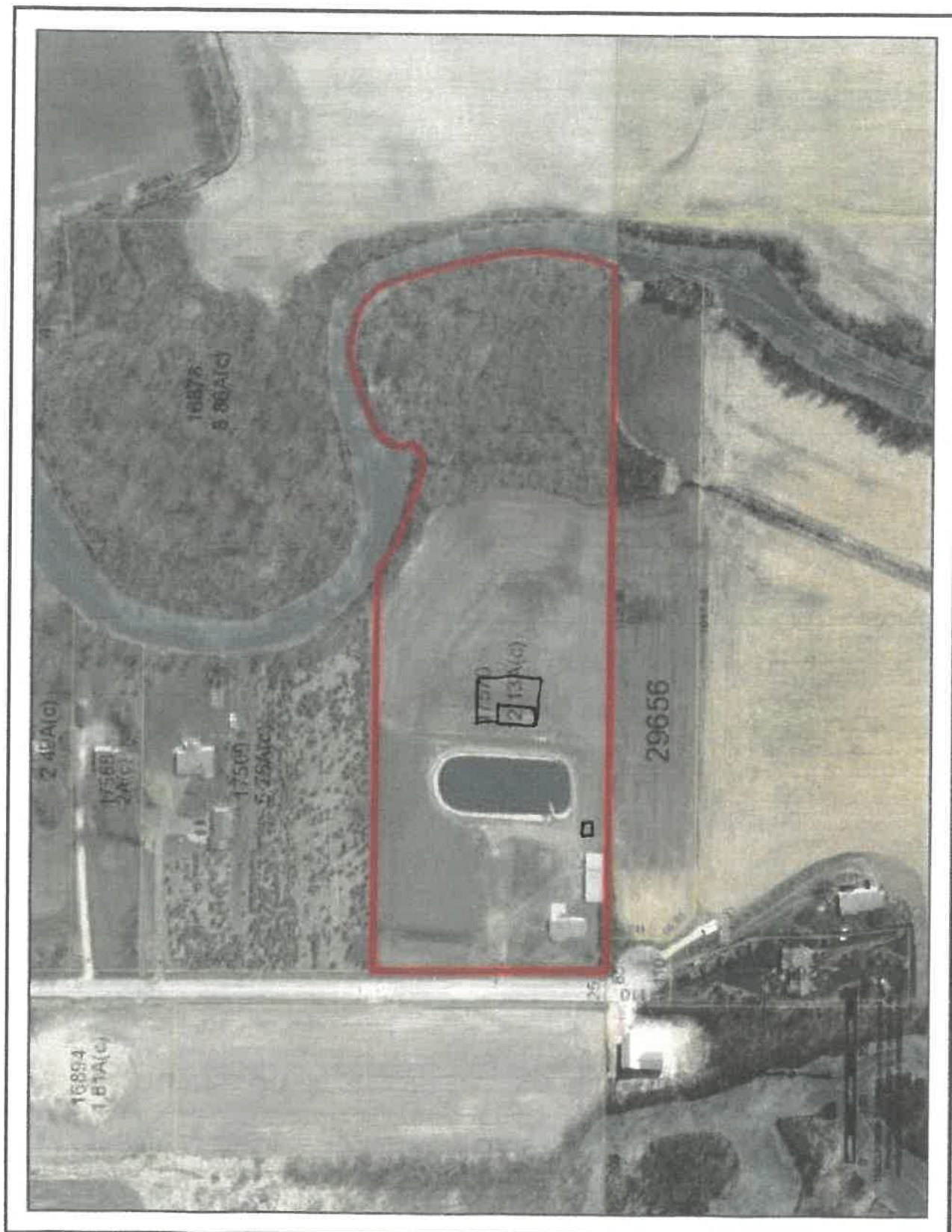
I am a Marine Corps veteran and former paramedic. I am currently pursuing a degree in horticulture and landscape design. My husband, Tanner is an Army veteran and a current police officer for Sheboygan Falls Police Department. I am a nature and animal lover who has always had a dream of owning my own homestead. This property has the potential for that dream to come true. I think after Covid, many people realized the fragile system we depend on to sustain us. It was a scary time for a lot of people. However, I am a firm believer that we do not need to live in fear when we have the knowledge, skills, and means to sustain ourselves. Learning and educating others about sustainable living is a deep passion of mine. It is how I want to raise my two-year-old son, teaching him to love animals, respect the Earth, and all that it provides for us. It is our culture as Native Americans and should he ever face a time in his life where he needs to depend on himself to sustain his family, I want him to have the ability to do so. This is how I believe humans were meant to live-as our Native history and culture teaches.

We plan to have a coop for our chickens and an area for them to graze and run. The goats will be housed in a suitable barn with kidding and milking stalls. They will also have a fenced area to graze and play. Our animals will be well taken care of with the goats on a regular dewormer and their hooves maintained. All animal living spaces will be upkept with efforts to reduce off-putting smells and prevention of illness. Our animals will also be registered with the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection per the agreement for the issuance of the permit. We intend to use our goats for milk and dairy. Our chickens will be used to provide eggs. These products will be for personal use with any abundance used to preserve and share with others. Our broken food system needs farmers who are willing to help.

My family and I are very excited to be living and raising our family in the Chilton community. We are so hoping that you will allow us to make our dream of a self-sustaining homestead a reality. Thank you for your consideration. I look forward to your questions and I will do my best to answer them.

Sincerely, The Doxtator Family





Chicken Coop - on the side of Shop building
Goat Barn / Pasture - behind Pond in Farm
Field

Sec. 40-77. - Agricultural/open space uses.

The following uses are considered suitable land uses for agricultural/open space districts:

- (1) *Agriculture*. Land uses that include crop or forage production, nursery, sod, or Christmas tree production, floriculture, forestry operations consistent with DNR best management practices and guidelines, and any other use that the department of agriculture, trade, and consumer protection, by rule, identifies as an agricultural use related to cultivation. Animal husbandry (breeding and raising livestock or wild animals) is not permitted without a conditional use permit. Animal husbandry uses currently in existence will require a conditional use permit for any expansion in operation. Livestock and wild animals shall be defined by Wis. Admin. Code ch. ATCP 17.
- (2) *Animal boarding and breeding services*. The use of land, with related buildings or structures, for the breeding, rearing, grooming, training, selling, or boarding of more than four dogs or other domesticated animals over six months of age.
- (3) *Customary agricultural accessory uses and structures*.
 - a. Buildings, structures, or improvements that are an integral part of, or incidental to, an agricultural use or keeping of horses; and
 - b. Activities or business operations that are an integral part of, or incidental to, an agricultural use.
- (4) *On-site agricultural retail*. Land uses that include operations associated with the sale of agricultural products grown exclusively on the site or exclusively by the farm operator. Packaging and equipment used to store, display, package, or carry products for the convenience of the operation or its customers (such as egg cartons, baskets, containers, and bags) shall be produced off-site. Roadside stands shall not exceed 12 feet in total height or 200 square feet in floor area, and no portion of any such stand shall be located or erected nearer than 50 feet from any street line (all other setbacks outlined in this chapter must also be followed). In addition, off-street customer parking shall be limited to no more than three vehicle spaces. Any on-site agricultural retail that exceeds these requirements shall be considered through the conditional use process.
- (5) *Horses and accessory private stables*. Keeping, raising, and breeding of horses not to exceed one horse per two acres of land area excluding surface water. This ratio may be exceeded only through conditional use.
- (6) *Horse riding academies, commercial*. Operation of commercial riding schools, academies, including associates' stables, structures, and tracks, and trails.

(Code 2001, § 16.09(2); Ord. No. 1129, 4-5-2016)

	Definitions, Standards, & Exceptions Reference	Rural Character	Single-Family Residential	One & Two-Family Residential	Two-Family Residential	Multifamily Residential	Multifamily Residential - Downtown	General Business	Central Business	Limited Industry	General Industry
<i>Land Uses</i>		R-C	<i>R-1</i>	<i>R-2</i>	<i>R-D</i>	<i>R-3</i>	<i>R-MF-D</i>	<i>C-1</i>	<i>C-2</i>	<i>I-1</i>	<i>I-2</i>
<i>Agricultural/Open Space Land Uses</i>	40-77										
Agriculture—cultivation	(1)	P	-	-	-	-	-	-	-	-	-
Animal boarding and breeding services	(2)	C	-	-	-	-	-	-	-	-	-
Customary agricultural accessory uses and structures	(3)	P	-	-	-	-	-	-	-	-	-
On-site agricultural retail	(4)	A	-	-	-	-	-	-	-	-	-
Horses and accessory private stables	(5)	P	-	-	-	-	-	-	-	-	-
Horse riding academies— commercial	(6)	C	-	-	-	-	-	-	-	-	-
<i>Residential Land Uses</i>	40-78										
Customary residential accessory uses and structures	(1)	A	A	A	A	A	A	-	-	-	-
Dwelling—single-family	(2)	P	P	P	P	-	-	-	-	-	-
Dwelling—two-family	(3)	-	-	C	P	-	-	-	-	-	-
Dwelling—multifamily	(4)	-	-	-	-	P	P				
Dwellings above commercial uses	(5)	-	-	-	-	-	-	-	C	-	-
Home occupation	(6)	C	C	C	C	-	-	-	-	-	-
<i>Commercial Land Uses</i>	40-79										



Plan Commission Minutes
Wednesday February 8, 2023, at 5:00 p.m.
City of Chilton – City Hall – Council Chambers Lower Level
42 School St., Chilton, WI 53014

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<https://zoom.us/j/94892727951?pwd=cjBIMUpkbzVZNGLVNEsZzd0ZFh3QT09>

or call +1 301 715 8592 US (Germantown), Meeting ID: 948 9272 7951, Password: 362324.

Notice is hereby given that a majority of the Common Council of the City of Chilton, or a standing committee of that body were present at this meeting to gather information about the subject matter which they have decision making responsibility.

The above governmental body met to discuss and possibly take action on the following agenda items as set forth below:

Meeting was called to order at 5:00 p.m. by DPW Chris Marx.

1. Roll Call: Members of the committee/others present at roll call were:
 - Committee Members: Chris Marx, Joe Thiel, Steve Mueller, Linda DeTroye, Jerry Mallmann, and Joe Schoenborn were present at roll call. Tom Reinl was absent and excused.
 - City Staff Present: City Administrator David DeTroye.
 - Others Present: Amanda Doxtator, Council members Peggy Loose and Ron Gruett, Wilhelmina Paustian and Tanner Russel from ECWRPC and Rachael Siehs.
2. Pledge of Allegiance: Those present recited the Pledge of Allegiance.
3. Motion by Mallmann, seconded by Schoenborn to approve the Planning Commission minutes from January 11, 2023. Voice-vote all ayes, zero nays and carried unanimously to approve.
4. Audience Participation: None
5. Conditional Use Permit Request – Amanda & Tanner Doxtator – 1346 Fox Street – Animal Boarding & Breeding – Amanda Doxtator introduced herself to the committee and gave a brief description of her and her husband's intentions for their property on Fox Street. They are seeking permission to raise livestock to create a homestead and make themselves more self-sustainable. A letter from the family was included in the application that clearly outlined their wishes. The letter was reviewed, and the committee asked pertinent questions. Committee member Mallmann inquired about the potential of nuisances that could be created. Doxtator assure the committee their intent is to operate a clean and efficient homestead and will try their best to minimize issues. Committee member Thiel asked about growth aspirations. Doxtator was unsure about the future but made comment that they would like to see the operation grow as needed. Committee member Mueller made mention that many of the neighbors are from the township. He asked Doxtator for her assurance that they will work with neighbors if issues arise. She agreed. DPW Marx went on to refer to the map of the property that was included in the application and described the parcel as a perfect location and opportunity to create this type of homestead. It is zoned appropriately, and the family has good intentions for the intended use. Committee member Thiel asked if the family was considering additional animals in the future. At this time the Doxtator's would like to only raise goats and chickens. Motion by DeTroye, seconded by

Schoenborn to recommend council approve the conditional use permit for Amanda & Tanner Doxtator at 1346 Fox Street for animal boarding and breeding. In discussion council member Thiel asked if a specific number of animals should be listed. Discussion ensued with the intent of creating the appropriate animal allowance for the growth of the homestead. After discussion the motion was amended to reflect that the recommendation allow for up to 10 goats and 30 chickens. The vote was approved 6 – 0 with all members in favor.

6. Chapters 1 & 2 – 2045 Comprehensive Plan – Wilhelmina Paustian and Tanner Russel from East Central Regional Planning led the members of the Planning Commission through a review of Chapters 1 & 2 of the current comprehensive plan making notes and taking recommendations for the revision of the document and preparation of the 2045 Comprehensive Plan. The commission is being tasked with creating and revising goals for each of the chapters as well as clarifying initiatives and future action items that can or potentially could be initiated. Future chapters of the current plan will be discussed in the coming months. No action taken from this agenda item.
7. Adjourn – Motion by Mueller, seconded by Thiel and carried to adjourn the meeting at 5:56 pm.

Meeting Minutes Prepared by:
David DeTroye
City Administrator/Clerk/Treasurer

cyellow approved 11/15/2022

10.05 In-service Training

Some departments of the city require special in-service training, and such training may be offered and/or coordinated by individuals assigned that responsibility with the departments. Department heads shall keep the City Administrator informed of such programs to keep personnel files up to date.

Department of Public Works

Water/Wastewater Operator in Training - Persons employed as Water/Wastewater Operator are required to have certification in both Water GDZ1 and Operator in Training (OIT) classifications within three (3) years of hiring date and must obtain Water GDZ1 and Wastewater Basic Classification within 4 years. Within 6 years must have Water GDZ1 and Advanced Classification in Wastewater certifications.

10.05 In-service Training

Some departments of the city require special in-service training, and such training may be offered and/or coordinated by individuals assigned that responsibility with the departments. Department heads shall keep the City Administrator informed of such programs to keep personnel files up to date.

Department of Public Works

Water/Wastewater Operator in Training - Persons employed as Water/Wastewater Operator are required to have certification in both Water GDZ1 and Operator in Training (OIT) classifications within three (3) years of hiring date and must obtain Water GDZ1 and Wastewater Basic Classification within 4 years. Within 6 years must have Water GDZ1 and Advanced Sub-Classifications A1, B, C, D, L, P, & SS in Wastewater certifications.

10.06 Continuing Education and Training

To encourage city employees to seek additional education to enhance their growth and personal development, the city offers an educational expense reimbursement program. Courses must be offered by an accredited school or college and should relate to current position responsibilities or to develop a capacity for advancement or transfer to another position within the City. Courses must be pre-approved by the Department Heads who are the Police Chief, Fire Chief, Director of Public Works, and City Administrator and are subject to funding constraints. Registration, tuition, books, and laboratory fees are covered. Courses shall be paid at 100% reimbursement and the Employee shall be paid for all time spent in the course. All such pay shall be at the straight time rate and shall not create additional overtime for the pay period.

Workshops, institutes, or similar programs of instruction may also be attended if the purpose in attending them is to improve or develop new job-related knowledge and skills. For purposes of reimbursing the costs involved, the policies governing attendance at conferences and conventions will apply.

10.06 Continuing Education and Training

To encourage city employees to seek additional education to enhance their growth and personal development, the city offers an educational expense reimbursement program.

Courses must be offered by an accredited school or college and should relate to current position responsibilities or to develop a capacity for advancement or transfer to another position within the City. Courses must be pre-approved by the Department Heads who are the Police Chief, Fire Chief, Director of Public Works, and City Administrator and are subject to funding constraints. Registration, tuition, books, and laboratory fees are covered. Courses shall be paid at 100% reimbursement and the Employee shall be paid for all time spent in the course. When examinations are required as part of completing any class, or are required for certifications, the city shall reimburse the employee for one attempt of successfully passing the necessary examination. All such pay shall be at the straight time rate and shall not create additional overtime for the pay period.

Workshops, institutes, or similar programs of instruction may also be attended if the purpose in attending them is to improve or develop new job-related knowledge and skills. For purposes of reimbursing the costs involved, the policies governing attendance at conferences and conventions will apply.

17.03 Holiday Pay

(1) Eligible regular full-time employees shall be entitled to eight (8) hours of pay for each legal holiday or floating holiday.

(2) Eligible part-time employees shall be entitled to pay as noted below.

Library Assistant I is defined as 5 hours.

Library Assistant II is defined as 4 hours.

(3) An eligible full-time or part-time employee who is required to work on a legal holiday shall be paid regular pay plus one and one-half (1½) times his/her regular hourly rate for all hours worked. This provision shall not apply to limited term or temporary employees.

17.03 Holiday Pay

(1) Eligible regular full-time employees shall be entitled to either eight (8) hours or eight and half (8.5) hours of pay for each legal holiday or floating holiday depending on job title.

(2) Eligible part-time employees shall be entitled to pay as noted below.

Library Assistant I is defined as 5 hours.

Library Assistant II is defined as 4 hours.

(3) An eligible full-time or part-time employee who is required to work on a legal holiday shall be paid regular pay plus one and one-half (1½) times his/her regular hourly rate for all hours worked. This provision shall not apply to limited term or temporary employees.

WISCONSIN PUBLIC SERVICE CORPORATION-WI

CONTRACT FOR OUTDOOR LIGHTING SERVICE

This contract is for the installation of Outdoor Lighting entered into on 2/7/2023 (Contract Date) between CITY OF CHILTON (Customer) and Wisconsin Public Service Corporation (WPSC).

The Customer desires WPSC to own, install and maintain the outdoor lighting system.

Site Address/Description/Location: STREET LIGHTING in the CITY of CHILTON, County of CALUMET, State of WI.

This lighting system is comprised of 2 LED Lamps under a LS-1 rate schedule on pole number(s) 1820 20W29 & 1820 20W30.

Now in consideration of the mutual promises herein contained, the parties hereto agree as follows: The customer agrees to comply with all terms and conditions as stated on page 2 of this contract, including the commencement date of Minimum Charges and all appropriate WPSC tariffs on file with the PSCW.

The Customer will pay WPSC on a monthly basis for the outdoor lighting service according to the following:

1. Monthly Fixture Charges	Quantity	Monthly Rate	Monthly Billing
Class E - LED High Output Roadway	2	\$ 22.89	\$ 45.78
Sub-Total Monthly Bill			\$ 45.78

2. Monthly Non-Standard Charges	Quantity	Monthly Rate	Monthly Billing
Span			
Wood Pole			
Mast Arm > 6'			
Sub-Total Monthly Non-Standard Charges			\$ -
Total Monthly Bill			\$ 45.78
Sales Tax (If applicable)			\$ -
Total Monthly Bill with Sales Tax			\$ 45.78

3. Advance Payment - Special Facilities	Advance Payment
a. Assigned Special Facilities Non-Refundable	\$ 10,367.29
b. Assigned Special Facilities Ornamental	\$ 6,358.62
Sub-Total Special Facilities	\$ 16,725.91

4. Ornamental System Maintenance Payment

The customer agrees to pay future system maintenance due to the higher cost of maintaining ornamental facilities. The company agrees to maintain and replace the above ornamental lighting system as per the LS-1 Lighting Tarriff. The customer agrees to make an advance payment as a special facilities payment under the company's Electric Extension Rules equal to:

Special Facilities Ornamental Payment from 3b:	\$ 6,358.62	
	24.00%	\$ 1,526.06
5. Total Advance Payment		\$ 18,251.97

WPSC Signature

Customer Signature

Customer Mailing Address

WR/Revisions: 3346733-1
IFRIS Project: 21800001EC
Database: _____

CITY OF CHILTON
42 SCHOOL STREET
CHILTON, WI 53014

ADDITIONAL TERMS AND CONDITIONS

1. This Contract is not effective until signed by both WPSC and the Customer. If the Customer fails to return the Contract to WPSC within sixty days of the WPSC signature date or contract date, the Contract is null and void.
2. The minimum term of this contract is 3 years beginning with the first billing. It may be terminated by either party at the expiration date and at any time thereafter by giving ninety days written notice.
3. All the terms and conditions of the Contract shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. If the Customer leases, sells, or otherwise disposes of the property herein described, he shall complete the payments according to this Contract unless he shall have secured an assumption of his remaining obligations under this Contract, satisfactory to and approved by WPSC.
4. In the event that WPSC decides to use any of the poles and spans for some purpose other than outdoor lighting service, the monthly charges for those poles and spans shall cease during the period that they are used for other purposes.
5. The Customer agrees, when possible, to report promptly to WPSC the failure of any lamp to burn or any dangerous equipment, and the location thereof, to the end that such lamp and/or equipment may be inspected and the trouble therewith remedied. No credit will be allowed for outages.
6. The payment calculation of this Contract is subject to change if the Customer causes a construction delay, there is a change in scope, or actions by governmental authorities cause a calculation change. Any change shall be reviewed with the Customer prior to construction and a new Contract shall be executed. Adjustment of customer requirements (refunds or additional payment) to reflect actual investment for changes in the size or number of units installed, major rock, or frost removal, and similar items affecting the scope of the project, shall be made if the adjustment is greater than \$20. This adjustment, if applicable, will normally occur within six months of completion of construction. Any changes shall be reviewed with the Customer.
7. As a condition of receiving service, the Customer agrees to grant WPSC, at no cost, an easement for the necessary construction, operation, and maintenance of any portion of the extension necessary to serve the Customer.
8. Whether stated or not, a special facilities charge will be applied during Winter Construction period, as stated in WPSC's approved tariffs.
9. Any lawn restoration or surface repair on private property, as a result of this installation, shall be the Customer's responsibility.
10. The Customer, irrespective of subsequent change of ownership, shall provide at no expense to WPSC, soil graded within six inches of the finished grade prior to installation of facilities. Survey stakes indicating property lines shall be installed by the Customer at no expense to WPSC prior to installation of facilities. WPSC shall be notified in advance of any change in grade levels. Any and all costs incurred as a result of such grade changes shall be at the expense of the Customer.
11. In no event shall the Customer place any decorative element on the pole without the prior written approval of WPSC. Such approval will be under the terms of the Pole Attachment Policy and Procedure in effect at the time of such request. A copy of the Pole Attachment Policy will be furnished by WPSC to the Customer upon request.
12. The Customer agrees to provide WPSC, or its authorized contractor, the location within 18", of all underground facilities such as those for the transmission of electricity, water, cable TV, sewer, telephone, gas or fuel which are owned by the Customer on the premises, and which may be encountered by WPSC or its authorized contractor during the proposed installation of the facilities. If the Customer is unable to locate any underground facility, or fails to provide the location of any underground facility, or if the underground facility in question is encountered more than 18" from the location identified by the Customer, the Customer shall defend, indemnify, and hold WPSC harmless, as well as its agents, employees, assigns, affiliates, officers, administrators, predecessors, successors, subsidiaries, members and managers from and against any claim, action, proceeding, liability, loss, damage, cost or expense including, without limitations, attorneys' fees, arising out of or in connection with the Customer's use of services.
13. Upon written request and at the expense of the Customer, WPSC will relocate any pole and/or change the position of any lamp.
14. In no event, except for a breach by the Customer of section 11 above, shall either party be responsible to the other for any consequential, incidental, special or punitive damages whatsoever, whether arising from breach of warranty or other breach of contract, negligence or other tort, or any other theory of law. In a case of a breach by the Customer of section 11 above, the Customer shall be liable for consequential, incidental, special and punitive damages.
15. If any provision of this Contract is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provision of the Contract.
16. This contract shall be governed by and construed in accordance with the internal laws of the State of Wisconsin and/or Michigan.
17. The Customer and WPSC hereby agree to abide by and be subject to the rules, regulations, and schedules of WPSC as filed with and approved by the Wisconsin Public Service Commission from time to time, as well as the rules and regulations of the Wisconsin Administrative Code.
18. In the event of a conflict between this Contract and WPSC's approved tariffs, the tariffs shall prevail.

**CONTRACT AGREEMENT
BETWEEN
THE CITY OF CHILTON
AND
JT ENGINEERING INC.**

**ENGINEERING SERVICES FOR
THE GRAND STREET BRIDGE (P-08-705) APPLICATION**

This Contract Agreement is made and entered into this 15th day of February, 2023 by and between **the City of Chilton**, hereinafter referred to as the OWNER, and JT Engineering, Inc. 1077 Centennial Centre Blvd., Hobart, WI 54155-8820, hereinafter referred to as the CONSULTANT.

The CONSULTANT acknowledges by endorsement of this Contract Agreement that: (a) the CONSULTANT has the expertise and has a thorough knowledge of the professional services required to complete the proposed work and is qualified to render such professional services, (b) CONSULTANT shall comply with all applicable laws, regulations, and orders in the performance of the work, and (c) the work shall be performed in a manner consistent with that level of care, quality and skill ordinarily exercised by others performing similar work under similar circumstances.

The parties agree as follows:

CONSULTANT shall furnish the Basic Services to the OWNER for the Project, including assistance with the WisDOT Local Bridge application process.

CONSULTANT shall furnish the Basic Services as directed by the OWNER and will be completed by March 22, 2023.

For all Basic Services, the OWNER agrees to compensate CONSULTANT as described below:

- CONSULTANT shall be compensated based on the hourly rate of compensation (including indirect costs and profit) for all labor and non-labor direct costs as described below.

<u>Classification</u>	<u>Hourly Rate</u>
Project Manager	\$ 175.00
Sr. Construction Specialist	\$ 125.00
Structural Engineer	\$ 135.00
Project Engineer	\$ 100.00
Admin/Accountant	\$ 115.00

Non-Labor Direct Costs will be reimbursed at the current federal reimbursement rates shown at the GSA website (<https://www.gsa.gov/travel/plan-book/per-diem-rates>). Currently, the applicable rates are as follows:

Mileage	\$0.655/mile
Meals (lunch)	\$15.00/each

- The total cost of services shall not exceed \$5,000.00

Section I – BASIC SERVICES

1.1 Basic Services

The services to be performed under this Contract include the preparation and review of funding applications; including all meetings, reviews, estimates, and any other documentation requested by the City of Chilton to complete the funding application.

Section II – RESPONSIBILITIES

2.1 OWNER'S Responsibilities

- 2.1.1 Assist and cooperate with the CONSULTANT in completing the work in a timely and effective manner.
- 2.1.2 Make available to the CONSULTANT drawings, specifications and data which the CONSULTANT considers pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
- 2.1.3 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any development that affects the scope, timing, or performance of services of the CONSULTANT.

Section III – TIME SCHEDULE

3.1 Authorization

Unless otherwise directed by the OWNER, the CONSULTANT shall commence the performance of the Basic Services upon execution of this Contract by both parties which shall constitute Authorization to Proceed.

3.2 Expeditious Performance

The CONSULTANT recognizes that the services under this Contract are to be performed as expeditiously as practical after Authorization to Proceed. Every reasonable effort will be made to substantially complete the Basic Services within the period described above.

Section IV – INVOICES AND PAYMENT

4.1 Invoices

Invoices shall be submitted once a month or upon completion of services, whichever occurs earlier, for services provided under Section 1.

4.2 Payment

- 4.2.1 The OWNER shall pay the CONSULTANT based on the monthly invoices, with total payment not to exceed the total contract amount.
- 4.2.2 It is expressly understood and agreed by both parties that the CONSULTANT will be paid by the OWNER within 30 days after receipt of the invoice provided by the CONSULTANT. The OWNER agrees to process the CONSULTANTS invoices promptly.

Section V – CHANGES

5.1 Written Authorization

THE OWNER or CONSULTANT may, at any time, by written order, make changes in the services or work to be performed within the general scope of this Subcontract.

5.2 Equitable Adjustment

If such changes cause an increase or decrease in the CONSULTANTS cost of, or time required for, performance of any services under this Contract, an equitable adjustment shall be made and this Contract shall be modified in writing accordingly.

Section VI – DISPUTES

6.1 Resolution Procedure

Except as this Contract otherwise provides, in all claims, counter-claims, disputes, and other matters in question (**Dispute**) between the OWNER and CONSULTANT arising out of or relating to this Contract or the breach of it, the OWNER and CONSULTANT will negotiate a resolution of the Dispute at a reasonable time and location set by CONSULTANT. Should negotiation be unsuccessful, mediation of the Dispute by a third party shall follow. Mediation shall be conducted in Chilton, WI, unless CONSULTANT shall agree to another location. CONSULTANT and the OWNER agree that those disputes not settled by mediation will be decided by binding arbitration, unless CONSULTANT elects to have said Dispute resolved in a court of competent jurisdiction.

6.1.1 Negotiation Following written notice of a Dispute, two (2) face-to-face meetings (or less if the Dispute is resolved) shall be held.

6.1.2 Mediation If negotiation is unsuccessful, a mutually acceptable third party (**Facilitator**) having expertise in the subject of the dispute shall be engaged to mediate the Dispute. Should the OWNER and CONSULTANT be unable to reach agreement on a Facilitator, either party may request a Circuit Judge Calumet Co., WI to appoint said Facilitator. The fee and expenses of the Facilitator shall be shared equally by the parties to the Dispute. The parties may present evidence and arguments to the Facilitator. Unless the Facilitator and the parties agree otherwise, one (1) face-to-face meeting shall be held within the sixty (60) day period beginning on the date of the Facilitator's engagement.

Following the meeting, the Facilitator shall report to the parties whether he believes the Dispute is resolvable through mediation. At that point the parties shall elect (a) to continue mediation, (b) replace the Facilitator and continue mediation, or (c) end mediation. If the mediation is ended or otherwise unsuccessful in the resolution of said Dispute, the Dispute shall be resolved by binding arbitration upon the request of either party or in the alternative, by judicial adjudication, solely at the option of CONSULTANT.

6.1.3 Arbitration If the dispute is arbitrated, (a) the arbitration shall be decided in accordance with the current construction Industry Arbitration Rules of the American Arbitration Association; (b) the demand for arbitration may not be made more than one (1) year after the date on which the claim in dispute arose; and (c) the arbitration proceeding may not include, by consolidation or otherwise, any third person absent the consent of CONSULTANT. Any decision rendered by the arbitrator(s) shall be final. Judgment may be entered upon the decision in any court having jurisdiction. The decision shall not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. 10, 11).

Section VII – SUSPENSION OF WORK

7.1 Convenience of the OWNER

The OWNER may order CONSULTANT to suspend, delay, or interrupt all or any part of the CONSULTANTS services for such period of time as the OWNER may determine to be appropriate for the convenience of the OWNER.

7.2 Adjustment in Schedule

If the performance of all or any part of the CONSULTANTS services is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the OWNER, an appropriate extension of time shall be made for any such delay in the performance of this Contract necessarily caused by such unreasonable suspension, delay, or interruption, and the Contract modified in writing accordingly.

Section VIII – TERMINATION OF CONTRACT

8.1 Written Notice

It is expressly understood and agreed that the OWNER may terminate this Contract at any time by giving the CONSULTANT 10 days written notice in writing either personally at one of the offices of the CONSULTANT or sent by registered mail, return receipt requested, to the principal office of the CONSULTANT. The CONSULTANT may terminate this Contract upon 30 days written notice in the event of nonpayment by the OWNER of CONSULTANTS invoices rendered for a period of 60 days or in the event the OWNER otherwise substantially fails to fulfill its obligations under this Contract.

8.2 Adjustment for Services Performed

In the event that this Contract is terminated by either the OWNER, or the CONSULTANT, the CONSULTANT shall be compensated for all services performed to the date of termination including reimbursable expenses then due. For those portions of services rendered to which this arrangement cannot be applied, payments shall be based upon reasonable rates for the CONSULTANTS actual time spent on the work.

Section IX – INSURANCE

9.1 Coverage

Prior to commencing work, the CONSULTANT shall obtain and maintain in effect for the duration of this Contract at its own expense the insurance with insurance companies licensed in the State where the project is located.

9.2 Minimum Coverage

The minimum required coverage is the following:

9.2.1 Worker's Compensation and Employer's Liability Worker's Compensation and Employer's Liability in compliance with the statutory requirements of the State of Wisconsin.

9.2.2 General Liability Commercial general liability insurance covering operations, completed operations, contractual agreements, and independent contractors, each with minimum limits of liability on an occurrence basis as set forth below:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Operations Aggregate	\$2,000,000
Personal Injury	\$1,000,000

9.2.3 Professional Liability Liability insurance in an amount of at least \$1,000,000 total limit of liability per claim and aggregate with a maximum deductible amount of \$50,000.

Section X – GENERAL PROVISIONS

10.1 Independent

CONSULTANT represents that it is an independent contractor and is not an employee of the OWNER.

10.2 Indemnification

OWNER hereby agrees to indemnify, pay for defense, and hold CONSULTANT harmless from and against any and all losses, damages, settlements, costs, charges, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind and character relating to the negligent acts, errors, and/or omissions of the OWNER, its employees, agents and third parties who perform any of the services of OWNER hereunder, and anyone else for whose acts the OWNER is responsible under this contract.

10.3 Interpretation

Interpretation and enforcement of this Contract shall be in accordance with the laws of the State of Wisconsin.

10.4 Notices

Written notices may be delivered in person or by certified mail, or by facsimile, or by courier. All notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the last page of this Contract. An address may only be changed by written notice.

10.5 Applicable Law

If applicable to this Contract, CONSULTANT will comply with the requirements of:

10.5.1 The Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended.

10.5.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and

10.5.3 All other federal, state and local laws and regulations or orders issued under such laws.


10.6 Entire Agreement

This Contract, including any schedules, attachments and referenced documents, is the entire agreement between the OWNER and the CONSULTANT. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Contract shall be in writing and signed by the OWNER and CONSULTANT.

10.7 Execution Authority This Contract is a valid and authorized undertaking of the OWNER and CONSULTANT. The representatives of the OWNER and CONSULTANT who have signed below have been authorized to do so. IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year shown on the cover page.

JT Engineering, Inc.
1077 Centennial Centre Blvd.
Hobart, WI 54155-8820

City of Chilton – Department of Public Works
908 Maple Street
Chilton, WI 53014

By: 

Brian Chlopek, PE
Executive Vice President

By: _____
Chris Marx
Director of Public Works

Date: 02/13/23

Date _____

JANUARY 1, 2023 NLF BALANCES

2/07/23 Council Mtg

APPROPRIATIONS

		<u>1/1/2022</u>	<u>12/31/2022</u>	<u>BUDGET ENTRY</u>	<u>1/1/2022</u>
				Amounts to be deducted from 12/31/22 NLF balances	
51101-790	Council (Reserve)	\$ 5,129.32	\$ 5,322.53		\$ 5,322.53
51102-790	Mayor (Reserve)	\$ 42.48	\$ 86.43		\$ 86.43
51301-790	Attorney (Reserve)	\$ 7,030.50	\$ 6,410.50		\$ 6,410.50
51420-790	Clerk (Reserve)	\$ 30,579.67	\$ 24,584.41		\$ 24,584.41
51440-790	Elections-Oper.Reserve	\$ 2,716.83	\$ 7,905.56		\$ 7,905.56
51440-821	Elections-Capital	\$ -	\$ -		\$ -
51450-790	Data Processing (Reserve)	\$ 702.83	\$ -		\$ -
51450-821	Data Processing-Capital	\$ 9,885.79	\$ 9,818.96		\$ 9,818.96
51510-790	Accounting & Auditing (Reserve)	\$ 156.00	\$ 156.00		\$ 156.00
51510-821	Accounting & Auditing-Capital	\$ -	\$ -		\$ -
51530-790	Assessment of Property (Reserve)	\$ 1,685.21	\$ 1,592.64		\$ 1,592.64
51530-821	Assessment of Property-Capital	\$ -	\$ -		\$ -
51601-790	City Hall (Reserve)	\$ 15,677.64	\$ 5,722.71		\$ 5,722.71
51601-821	City Hall -Capital	\$ 5,620.50	\$ 5,620.50		\$ 5,620.50
51602-790	City Clock (Reserve)	\$ -	\$ 300.00		\$ 300.00
51930-790	Insurance (Reserve)	\$ 20,471.18	\$ 23,268.99		\$ 23,268.99
52101-821	Police-Capital Equipment	\$ 18,683.58	\$ 10,739.07		\$ 10,739.07
52101-790	Police (Reserve)	\$ 19,019.10	\$ 5,675.36		\$ 5,675.36
52105-790	School Patrol (Reserve)	\$ 4,035.37	\$ 4,013.29		\$ 4,013.29
52201-821	Fire Dept-Capital Equipment	\$ 31,642.35	\$ 67,325.11	\$ 22,000.00	\$ 45,325.11
57221-821	Fire Dept-Future Fire Truck	\$ (496,699.68)	\$ (401,600.67)		\$ (401,600.67)
52201-790	Fire Dept (Reserve)	\$ 26,965.23	\$ 20,202.69		\$ 20,202.69
52301-790	Emergency Medical (Reserve)	\$ 36,709.63	\$ 69,117.48		\$ 69,117.48
52301-821	Emergency Medical-Capital	\$ -	\$ 4,691.05		\$ -
52401-790	Building Inspector (Reserve)	\$ -	\$ -		\$ -
52501-790	Civil Defense-Reserve	\$ 3,629.70	\$ 4,091.29		\$ 4,091.29
52501-821	Civil Defense-Capital Equipment	\$ 2,237.50	\$ 2,237.50		\$ 2,237.50
53102-790	Dept.Public Works (Reserve)	\$ 38,839.27	\$ 46,145.45		\$ 46,145.45
53230-790	Street Dept. Buildings (Reserve)	\$ 55,729.40	\$ 51,987.65		\$ 51,987.65
53230-821	Street Dept. Buildings-Capital Improvement	\$ 2,059.77	\$ 2,059.77		\$ 2,059.77
53240-790	Street Machinery Operations (Reserve)	\$ 55,812.97	\$ 51,498.66		\$ 51,498.66
53240-821	Street Machinery Operations-Capital Equip.	\$ 170,047.28	\$ 185,104.52		\$ 185,104.52
53301-821	Street Maintenance-Capital Improvement	\$ 4,424.34	\$ 85,313.82		\$ 85,313.82
53302-790	Street Cleaning (Reserve)	\$ 10,308.83	\$ 14,317.77		\$ 10,308.83
53303-790	Snow & Ice (Reserve)	\$ 47,742.55	\$ 56,843.75		\$ 56,843.75
53305-790	Street Signs & Markings-Reserve	\$ -	\$ -		\$ -
53305-821	Street Signs & Markings-Capital Improve.	\$ 6,624.75	\$ -		\$ -
53310-821	Street Construction-Capital Improvement	\$ 29,757.81	\$ 103,645.55		\$ 103,645.55
53420-790	Street Lighting (Reserve)	\$ 28,803.70	\$ 12,091.02		\$ 12,091.02
53420-821	Street Lighting-Capital Improvements	\$ 23,254.76	\$ 23,254.76		\$ 23,254.76
53431-821	Sidewalks-Capital Improvements	\$ 18,265.13	\$ 29,208.36		\$ 29,208.36
53440-821	Storm Sewer-Capital	\$ 13,385.27	\$ 1,167.13		\$ 1,167.13
53446-790	Pits & Quarries-Oper.Reserve	\$ 4,217.61	\$ 2,828.24		\$ 2,828.24
53721-790	Solid Waste Collection (Reserve)	\$ 456.06	\$ -		\$ -
53722-230	Refuse Disposal-Bulky Item	\$ -	\$ -		\$ -
53722-790	Refuse Disposal (Reserve)	\$ 13,000.24	\$ 9,425.69		\$ 9,425.69
53724-790	Recycling (Reserve)	\$ 18,336.48	\$ 24,970.59		\$ 24,970.59
53724-821	Recycling-Capital Improvements	\$ -	\$ -		\$ -
53726-230	Tree Board Invasive Diseases	\$ 13,313.60	\$ 20,169.65		\$ 20,169.65
53726-790	Tree Board (Reserve)	\$ 6,584.01	\$ 7,039.51		\$ 7,039.51
53740-790	Weed Control (Reserve)	\$ 1,284.48	\$ -		\$ -
54910-790	Cemetery (Reserve)	\$ 15,852.24	\$ 19,574.59		\$ 19,574.59
54910-821	Cemetery-Capital Improvements	\$ 11,624.10	\$ 11,849.10		\$ 11,849.10

**Chilton Public Library
Board Meeting**

**Monday, February 13, 2023
5:30 P.M.**

**Chilton Public Library, 221 Park Street, Chilton, WI 53014
Meeting Room**

<https://zoom.us/j/91760527627?pwd=Ris3ZVNjdUxjMExsSUJYbIRvaUVlQT09>

**Dial by your location +1 312 626 6799 US (Chicago)
Meeting ID: 917 6052 7627 Passcode: 806171**

OPEN MEETING

AGENDA POSTING

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Audience Participation
5. Approve January 9, 2023 Minutes (enclosure 1)
6. Approve Financial Reports:
 - a. Review and Approve Current Expenditures and Payroll (enclosure 2 and 3)
 - b. December 2022 Budget Comparison Report (enclosure 4)
 - c. January 2023 Budget Comparison Report (enclosure 5)
7. Director Report (enclosure 6)
8. Items for Discussion or Action
 - a. Preapprove or Final Approval 2022 Annual Report
9. Communications
10. Adjournment

Any person wishing to attend whom, because of a disability, requires special accommodation, should contact the Chilton Public Library (920) 849-4414 at least 24 hours before the scheduled meeting time so appropriate arrangements can be made.

NOTICE:

It is possible that members of, and possibly a quorum of, other governmental bodies of the City may attend at the meeting above to gather information. Any governmental body at the meeting above other than by the governmental body specifically referred to in the above notice will take no action.

Chilton Public Library Board Meeting

The meeting of the Chilton Public Library Board was called to order on February 13, 2023, at 5:30 PM by Board President Mary Hoerth. Notice of the meeting was properly posted as required by law, and the press was notified.

Present at Roll Call: Mary Hoerth, Sue Salzsieder, Andrea Jaeckels, Ray Mueller, Chris Saukel, Mike Hofberger, Rosemary Schneider, Steve Phipps, Elizabeth Rodriguez, Library Director Glenn Whitcomb, Library Assistant Director Rebecca Barry. Absent: Emily Sonntag, Peggy Loose

Others present: None

Audience Participation: None.

Motion by Phipps, seconded by Salzsieder to approve the minutes of January 9, 2022, Chilton Public Library Board Meeting. Motion carried.

Motion by Hofberger, seconded by Jaeckels, to approve the current expenditures of \$11,973.64 from the 2023 general fund, \$0 from the 2023 revenue account: totaling \$11,973.64.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - yes
Jaeckels – yes	Hoerth – yes	Rodriguez – yes	Sonntag - absent
Mueller – yes	Loose – absent	Hofberger- yes	

9 votes cast. 9 votes aye. Motion carried.

Motion by Phipps, seconded by Saukel to approve the December 2022 Budget Comparison Reports.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - yes
Jaeckels – yes	Hoerth – yes	Rodriguez – yes	Sonntag - absent
Mueller – yes	Loose – absent	Hofberger- yes	

9 votes cast. 9 votes aye. Motion carried.

Motion by Salzsieder, seconded by Phipps to approve the January 2023 Budget Comparison Reports.

Roll call vote.

Salzsieder – yes	Saukel – yes	Phipps – yes	Schneider - yes
Jaeckels – yes	Hoerth – yes	Rodriguez – yes	Sonntag - absent
Mueller – yes	Loose – absent	Hofberger- yes	

9 votes cast. 9 votes aye. Motion carried.

Sonntag arrived at 5:45 PM

Minutes of Board Meeting

February 13, 2023

Barry recapped the written director's report. Rock the Block stopped in the library to review possible projects. At this time there is no date as to when a decision will be made. However, both the finance and planning committees will meet in the next few weeks to make a recommendation to the board on how much funding the board should consider setting aside to these possible Rock the Block projects.

The library received a generous and anonymous donation of \$9,950 from the Fox Valley Community Foundation Empowering Rural Communities to provide bilingual and Spanish language programs for 2023. The donor indicated that they liked what the library has been doing and thought of us for this donation.

Barry briefly reviewed the proposed Wisconsin 2023 Senate Bill 10 regarding public libraries. She will provide the board more information as it develops.

Barry & Whitcomb are working on the 2022 Annual Report and it will be presented at the March board meeting. The annual report is due to the Wisconsin Department of Public Instruction by March 1, 2023

Motion by Mueller, seconded by Sonntag to preapprove the 2022 Wisconsin Department of Public Instruction Public Library Annual Report. Motion carried.

Mueller mentioned that he saw that public libraries were not listed in the Calumet County Tourism book. He thought it would be good to have someone look into it.

Barry passed a long a message from Loose. Loose reported there is a possibility that drug deals may be taking place behind the library. Whitcomb will pass the information along to the police department.

Motion by Salzsieder, seconded by Phipps, to adjourn at 6:02 PM. Motion carried.

For the Board: *Steve Phipps*